

SETTLEMENT AGREEMENT AND GENERAL RELEASE

WHEREAS there currently exists a dispute between Rachel Perrin Rogers (Employee) and the Florida Senate, (Senate) which dispute includes, but is not limited to, the facts and circumstances related to or arising out of the lawsuit styled Rachel Perrin Rogers, Complainant, v The Florida Senate, Respondent, case number 18-AF-0244-OE-001 before the Administrative Law Judge of the Equal Opportunity Commission, or otherwise related to or arising out of Employee's employment with the Senate; and

WHEREAS the Senate denies any wrongdoing or unlawful acts on the part of the Senate's elected officials, appointed officials, agents, employees, or others for whom the Senate could be held liable; and

WHEREAS the Senate in good faith believes that the Employee's claims related to or arising from employment, whether stated or unstated, are not valid ones, has contested the claims, and would continue to contest the claims, and in good faith believes there is a valid foundation for the defense of such claims; and

WHEREAS the Employee and the Senate have agreed to the terms and conditions of this Settlement Agreement and General Release (hereinafter "Release") set forth below are adequate, consideration of the mutual promises and covenants exchanged, and other good and valuable consideration as set forth in this Release, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby acknowledge and agree to the following;

Complainant's Initials

Respondent Counsel's Initials

1. Consideration. A one-time lump sum payment of NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) made payable to the Freidman and Abrahamsen Trust Account. Employee agrees to indemnify and hold the Employer harmless for any tax liabilities or penalties resulting from this payment.
2. Employee's Attorney Fees and Costs. Any attorney fees and costs will be paid from the amount paid and referred to in paragraph 1 of this agreement.
3. Release. The parties agree that for the sums specified in paragraph 1 above, and for other valuable consideration, the Employee, for himself or herself and any legal representatives, heirs, executors, administrators, successors, and assigns, hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by law, the Senate, Senators in their official capacity, current and former presiding officers, current and former Senate professional staff (collectively referred to throughout this Release as the "Senate"), from any and all claims, demands, actions, liens, contracts, covenants, wages, obligations, debts, judgments, causes of action, or suits at law or in equity, of any kind or nature, whether these claims are known to Employee at this time or unknown, suspected or not suspected, and whether or not concealed or hidden, from the beginning of the world up to and including the date this Release is executed by both parties, and upon, or by reason of any damage, injury, or loss, including but not limited to, actual damages, compensatory damages, punitive damages, attorneys' fees, interest, costs, reinstatement, back pay, front pay, other



Complainant's Initials



Respondent Counsel's Initials

special damages, general damages, claims for emotional distress, mental anguish and related claims, and/or other equitable relief. Employee agrees to complete any tax reporting forms which the Senate or Department of Financial Services may require.

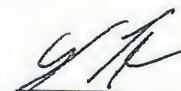
7. Complete Settlement. This Release is intended as full and complete settlement of the claims raised in the administrative and or legal proceeding identified above and any other claims that could have been raised against the Senate, resulting from Employee's employment or other interaction with the Senate. The terms of this Release are intended as full and complete settlement of Employee's claims against the Senate for damages or relief of any type or form.
8. General Release of Claims. The claims, demands, actions, causes of action, or suits at law or in equity encompassed by this Release include, but are not limited to, those arising under the following¹:

The Florida Civil Rights Act, as amended, Florida Statutes Chapter 760;
Title VII of the Civil Rights Act of 1964, as amended including any claims under Government Employee Rights Act;
The Civil Rights Act of 1991;
The Americans With Disabilities Act of 1990, as amended;
The Rehabilitation Act of 1973;
The Age Discrimination in Employment Act of 1967, as amended;
The Occupational Safety and Health Act;
The Older Workers Benefits Protection Act;
The Fair Labor Standards Act;
42 U.S.C. §§ 1981 through 1988, as amended;
The Family Medical Leave Act of 1993;
The Employment Retirement Income Security Act of 1974, as amended (except such

¹ Inclusion of these various potential causes of action does not concede that they are all applicable to Senate. References to statute chapters or sections are illustrative, and intended to include the laws described even if renumbered or amended as of the date of this Release.



Complainant's Initials




Respondent Counsel's Initials

rights as may be vested under any retirement plan sponsored by the Respondents);
The Immigration Reform and Control Act;
Consolidated Omnibus Budget Reconciliation Act of 1986;
Florida's Public Employees Relations Act;
Florida's Workers' Compensation laws, Chapter 440 Fla. Stat.;
Florida's Workers' Compensation Retaliation, § 440.205;
Florida Wage Discrimination Law - §448.07;
Florida Whistle-blower's Act - §§ 112.3187 - 112.31895;
Florida Equal Pay Law - §725.07
And any and all federal constitutional or statutory or common law actions, any and all state constitutional, statutory, or common law actions, and any and all local ordinances and regulations.

9. No Further Action. In consideration of the terms set forth above, Employee hereby also agrees, on the Employee's own behalf as well as any heirs, executors, administrators and assigns, to waive, release, forever discharge and voluntarily covenant not to sue the Senate regarding any actions or omissions that occurred prior to execution of this Release. Employee hereby affirms that the Employee has not transferred or assigned to any person or entity any rights, claims, or causes of action which the Employee has or might have had against the Senate. Employee also affirms that the Employee has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Senate in any forum or form, other than those specifically enumerated by case number and/or Charge number herein. Employee expressly agrees that acceptance of the consideration stated in this Release shall be a complete bar to, and release from, any and all claims that could otherwise be brought in the future by Employee relating to employment with Senate based upon events prior to the execution of this Release. Employee further agrees that Employee is waiving the right to recover any monetary award should either the Employee, the Equal Opportunity Employment Commission, the Florida Commission on Human Relations, or any other agency or representative files a suit, charge, claim or action on



Complainant's Initials



Respondent Counsel's Initials


the Employee's behalf against Senate with respect to Employee's employment with Senate. Employee further affirms that all employment matters related to the Employee, that Employee reasonably believes were or could have been a violation of any federal, state or local law, rule, regulation or constitution have been brought to the Senate's attention and are satisfactorily resolved. Employee further agrees that there is no reason to bring any suit, charge, complaint or similar action against the Senate relating to any employment matters and that Employee will not do so in the future regarding any matters that existed prior to the execution of this Release. Employee hereby agrees that if Employee does file any such suit, charge, complaint or similar action relating to matters that existed prior to the execution of this Release, that the Senate may submit a copy of this Release to the appropriate court, Senate, or other body and that this Release shall act as a voluntary dismissal with prejudice by Employee of any such suit, charge, complaint or similar action.

10. Waiver of Attorneys' Fees and Costs. Any compensation described herein includes the parties' agreement, if any, with regard to attorneys' fees. Employee and the Senate waive any claim or entitlement to attorneys' fees or costs other than as set forth herein and agree that neither party nor anyone acting on their behalf will petition any court of competent jurisdiction for an award of attorneys' fees or costs relating to any of the actions or potential actions described in this Release.

11. Employee Affirmations. Employee affirms that the Employee will report all hours worked during employment with the Senate, as of the effective date of resignation. Accrued annual leave will be paid in full and one quarter of accrued sick leave will be paid. Alternatively,



Complainant's Initials



Respondent Counsel's Initials

the leave will be transferred to another state agency if the employee elects and the new agency accepts. Employee will notify Senate of her election on or before January 4, 2019. No other leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits are due, except as provided for in this Release. Employee further affirms that the Employee has no known workplace injuries or occupational diseases. Employee also confirms that the Employee has been provided leave, and has not been denied leave, under the Family and Medical Leave Act.

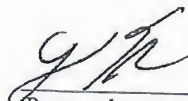
12. No Effect on Public Records Law. Employee understands that nothing in this Release is intended to affect or does affect the Senate's obligations under Florida's Public Records laws, and that this Release and all other records regarding Employee may be subject to view by the public.

13. Warranty. Employee warrants there are no pending lawsuits, Complaints, or Charges filed by Employee against the Senate, and Employee's undersigned counsel warrants that there are no pending lawsuits, Complaints, or Charges filed by Employee against Senate known to her undersigned counsel, and that case number 18-AF-0244-OE-001 will be dismissed, with prejudice once transmission of consideration has occurred. Counsel for the Employee will dismiss the case referenced in the first paragraph prior to any disbursement of the consideration from her trust account.

14. Transmission of Consideration. The Senate agrees to use best efforts to transmit the check(s) in the amounts and payees as described above, within 14 working days after the Release is fully executed and received by the Senate, and Employee has provided all forms and information required by the Department of Financial Services to process the payments.



Complainant's Initials



Respondent Counsel's Initials

15. No Admission of Liability. This Release is freely entered into by all parties for the purpose of achieving final resolution of the disputes between them, but it in no way constitutes any admission, stipulation, or resolution of any issues of law or fact by any of the parties to this Release.
16. No Re-Application With Senate. Employee shall not apply for employment or otherwise seek employment in the future with Senate. If Employee does reapply, Employee agrees that this Release shall constitute a legitimate, non-retaliatory, non-discriminatory, basis for the Senate to choose to not interview or hire Employee. This provision may be modified by a future Senate President at his/her discretion.
17. Entire Agreement; Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Release is made without reliance upon any statement or representation of any party hereby released except those contained in this Release. This Release may not be modified except by a writing signed by all the parties to this Release. Any oral or written promises or assurances not contained in this Release are waived, abandoned, withdrawn and without legal effect.
18. Governing Law and Interpretation. The language of all parts of this Release shall be construed as a whole and according to its fair meaning and not strictly for or against either party and it is expressly understood and agreed that this Release shall be governed by and shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions, and that any rule requiring construction of a document against its drafter shall



Complainant's Initials
Page 7 of 10



Respondent Counsel's Initials

not be applied in this case.

19. Remedies for Breach. The parties agree that if either Employee or the Senate breaches this Release, that the only remedy therefor will be an action for specific performance and that the proper venue for such action will be Leon County, Florida.
20. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, and cannot be modified to be enforceable, excluding the general release language in section 1, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.
21. Amendment. This Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release.
22. Tax Consequences. Nothing contained herein shall be construed or relied upon as any advice or opinion by or on behalf of the Senate regarding the tax treatment of the settlement payment made hereunder. Employee and his/her attorneys also acknowledge that neither the Senate nor any persons assisting the Senate in any manner with negotiation or resolution of this matter have advised Employee of the tax consequences, if any, resulting from monies paid under this Release.
23. Employee Has Read and Understood Release. Employee acknowledges that she/he has read and understands the purpose, tenure and effect of this Release, and she/he specifically acknowledges that she/he has been advised by the Respondents to consult with an attorney, and has had the opportunity to consult with her/his attorney before signing this Release. Employee further acknowledges that this Release fully, completely, accurately, and truly sets forth the



Complainant's Initials
Page 8 of 10



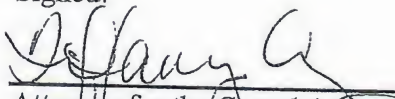
Respondent Counsel's Initials

agreement between the parties. Therefore, Employee agrees that signing this Release is done knowingly, freely, voluntarily and without the execution of duress.

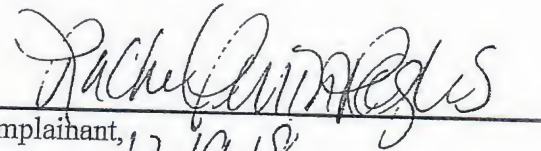
24. Employee will provide a resignation letter effective January 4th, 2019. Employee is subject to the same policies and rules as all other Senate employees during this time. The Senate agrees that any references in the People First System, from the Office of Legislative Service or from Senate Administration shall indicate that Employee is eligible for rehire.

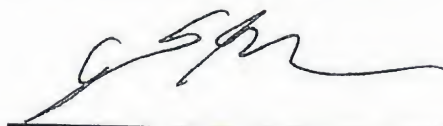
HAVING ELECTED TO SIGN THIS RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN CONSIDERATION, EMPLOYEE ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST SENATE.

Signed:

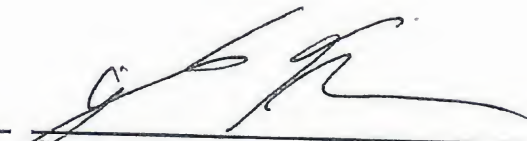

Attorney for the Complainant,
Florida Bar Number 90986

Date: 12/19/18



Complainant,
Date: 12-19-18



Attorney for Respondent
Florida Bar Number 472270

Date: 12/19/18


Senate Representative
Jenemah Hankes, Senate General Counsel
Date: 12/19/18

STATE OF Florida
COUNTY OF Leon


Complainant's Initials
Page 9 of 10


Respondent Counsel's Initials

The foregoing instrument was acknowledged before me this 19th day of December 2018, by Rachel Purin Rogers, as Complainant.

Personally known to me [], or
Produced identification []

Type of identification produced: FL [REDACTED]



Roxana E White
NOTARY PUBLIC
My Commission Expires: 5/14/22

Roxana E White
(Print, type or stamp commissioned name of Notary Public)

THE FLORIDA SENATE
Approved for Payment

By Mr. Vickers
Date 12-19-18

[Signature]

Complainant's Initials
Page 10 of 10

[Signature]

Respondent Counsel's Initials